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RECORDED January 17 1961 4:30 P.M.
IN BOOK 29 Oil & Gas PAGE 657
FEES $ 29.00 Summers COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS:

That BELCO PETROLEUM CORPORATION, a corporation organized and existing under the laws of the state of Delaware, with an office at 630 Third Avenue, New York, New York (hereinafter referred to as the "Grantor") for andin consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration in hand paid by BRIGHT STAR FOUNDATION, INC., a corporation organized and existing under the laws of the state of Texas, with an office at the Gulf States Building, Dallas, Texas, (hereinafter referred to as the "Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred, assigned and conveyed, and by these presents does hereby grant, bargain, sell, transfer, assign and convey unto Grantee as a production payment all the oil and gas in and under and that may be produced, saved, and marketed from the properties and operating rights situated in Sublette and Lincoln Counties, Wyoming, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes to the following extent and only to such extent:

A. From the effective date of this conveyance to and including October 31, 1961 or the last day of the month in which the Production Payment previously conveyed by Belfer Natural Gas Company to Bright Star Foundation, Inc., on December 18, 1958, in the Primary Amount of $1,400,000., plus a Secondary Amount equal to 5 1/2% per annum on the outstanding balance of the Primary Amount, is liquidated, whichever date may be the later, an undivided two (2%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from the properties and operating rights more particularly described in Exhibit "A".

B. From and after November 1, 1961 or the first day of the month next succeeding the month in which the Production Payment previously conveyed by Belfer Natural Gas Company to Bright Star Foundation, Inc., on December 18, 1958, in the Primary Amount of $1,400,000., plus a Secondary Amount equal to 5 1/2% per annum on the outstanding balance of the Primary Amount, is liquidated, whichever date may be the later, an undivided twenty (20%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from the properties and operating rights more particularly described in Exhibit "A".

This conveyance shall be effective as of 8:00 A.M. on January 1, 1961, and shall terminate and shall be deemed satisfied whenever the Grantee shall have received from the proceeds of the sale of oil and/or gas if,